



State of Utah  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

Michael O. Leavitt  
Governor

Ted Stewart  
Executive Director

Lowell P. Braxton  
Division Director

1594 West North Temple, Suite 1210  
PO Box 145801  
Salt Lake City, Utah 84114-5801  
801-538-5340  
801-359-3940 (Fax)  
801-538-7223 (TDD)

March 4, 1998

CRR  
P074 976 631

Duane Crutchfield  
Ash Grove Cement Company  
P.O. Box 51  
Nephi, Utah 84648

Re: Formal Approval of Form and Amount of Replacement Reclamation Surety, Ash Grove Cement Company, County Canyon Mine, M/023/024, Juab County, Utah

Dear Mr. Crutchfield:

On February 25, 1998, the Board of Oil, Gas and Mining formally approved the form and amount of replacement reclamation surety for Ash Grove Cement Company's (Ash Grove) County Canyon mine. The reclamation surety in the amount of \$95,000 is in the form of a rider to the existing surety bond (# \_\_\_\_\_) issued by St. Paul Fire and Marine Insurance Company.

Ash Grove has amended their current mining and reclamation plan which increased the total disturbed acreage from 22 to 30.3 acres. The current surety bond has increased from \$31,800 to \$95,000. The BLM holds an additional \$21,600 surety bond which is jointly payable to the BLM and the Division. If the BLM's surety bond amount is increased due to this amendment, please provide the Division with a copy of the revised surety instrument. *The Division hereby grants its final approval of this project amendment and the reclamation surety.*

Enclosed please find copies of the fully signed and executed replacement Reclamation Contract agreement and the surety bond with it's attached rider for your files. Also enclosed is the "old" Reclamation Contract with the effective date of 5/23/96 for your disposal.

Thank you for your help in finalizing this permitting action. Please call me if you have any questions in this regard.

Sincerely,

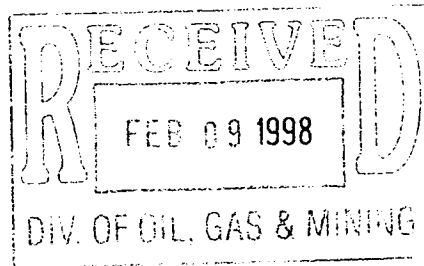
D. Wayne Hedberg  
Permit Supervisor  
Minerals Regulatory Program

jb

Enclosures: Old RC dated 5/23/96 - New RC dated 2/26/98, surety bond w/rider

cc: Ron Teseneer, BLM, House Range RA w/new RC, bond & rider  
M023024.apv

FORM MR-RC  
Revised June 10, 1996  
RECLAMATION CONTRACT



File Number M/023/024

Effective Date Feb 26, 1998

**STATE OF UTAH**  
**DEPARTMENT OF NATURAL RESOURCES**  
**DIVISION of OIL, GAS and MINING**  
1594 West North Temple Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801  
(801) 538-5291  
Fax: (801) 359-3940

**RECLAMATION CONTRACT**

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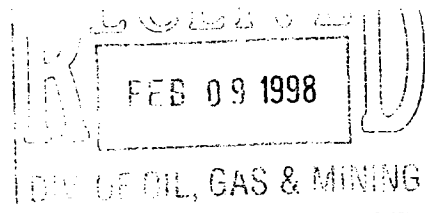
For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.) M/023/024  
(Mineral Mined) Aluminum Shale

"MINE LOCATION":  
(Name of Mine) County Canyon  
(Description) Approx. 18 Miles West of  
Nephi in Juab County

"DISTURBED AREA":  
(Disturbed Acres) 30.3 Acres  
(Legal Description) (refer to Attachment "A")

"OPERATOR":  
(Company or Name) Ash Grove Cement Company  
(Address) P.O. Box 51  
Nephi, Utah 84648  
(Phone) 435-857-1212



"OPERATOR'S REGISTERED AGENT":

(Name)

C T Corporation System

(Address)

50 West Broadway

Salt Lake City, Utah 84101

(Phone)

801-531-7090

"OPERATOR'S OFFICER(S)":

George M. Wells - President

William H. Siemering - Vice President

Kenneth J. Rone, Jr. - Asst. Vice Pres

"SURETY":

(Form of Surety - Attachment B)

Surety Bond

"SURETY COMPANY":

(Name, Policy or Acct. No.)

St. Paul Fire & Marine Insurance Co.

"SURETY AMOUNT":

(Escalated Dollars)

\$95,000

"ESCALATION YEAR":

2001

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between ASH GROVE CEMENT COMPANY the "Operator" and the Utah State Board of Oil, Gas and Mining ("Board").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/023/024 which has been approved by the Utah State Division of Oil, Gas and Mining "Division" under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Board, to assure reclamation of the Disturbed Area.



NOW, THEREFORE, the Board and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated 10/26/92, and the original Reclamation Plan dated 10/26/92. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Board. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Board in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Board. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance

with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the (Board) that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The (Board) shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Board to substitute surety. The Board, in its sole judgment and discretion, may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the

parties involved, and any modification must be approved in writing by the parties involved.

14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.


ASH GROVE CEMENT COMPANY  
Operator Name

By: William H. Siemering  
Authorized Officer (Typed or Printed)  
Vice President - Western Division

 2/7/98  
Authorized Officer's Signature Date

SO AGREED this 25<sup>th</sup> day of February, 19 98

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

BY   
for Dave D. Lauriski, Chairman  
Utah State Board of Oil, Gas and Mining

DIVISION OF OIL, GAS AND MINING:

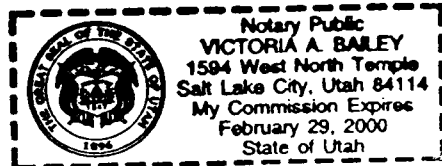
By Lowell P. Braxton 2/26/98  
Lowell P. Braxton, Acting Director Date

STATE OF UTAH )  
 ) ss:  
COUNTY OF SALT LAKE )

On the 26<sup>th</sup> day of FEBRUARY, 19 98, personally appeared before me Lowell P. BRAXTON, who being duly sworn did say that he ~~is~~, the said Lowell P. BRAXTON is the Acting Director of the Division of Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he ~~is~~ duly acknowledged to me that he ~~is~~ executed the foregoing document by authority of law on behalf of the State of Utah.

Victoria A. Bailey  
Notary Public  
Residing at: SALT LAKE CITY, UT

FEBRUARY 29, 2000  
My Commission Expires:




OPERATOR:

ASH GROVE CEMENT COMPANY  
Operator Name


By William H. Siemering  
Corporate Officer - Position  
Vice President - Western Division

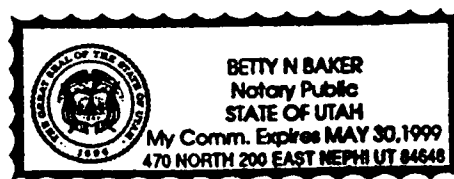
2/4/98  
Date

  
Signature

STATE OF UTAH )  
( ss:  
COUNTY OF JUAB )

On the 4th day of February, 1998, personally appeared before me William H. Siemering, who being by me duly sworn did say that he, the said William H. Siemering is the Vice President-Western Division of Ash Grove Cement Company, and duly acknowledged that said instrument was signed on behalf of said company by authority of its bylaws or a resolution of its board of directors and said William H. Siemering duly acknowledged to me that said company executed the same.

  
Notary Public





**ATTACHMENT "A"**

Ash Grove Cement Company  
Operator

County Canyon  
Mine Name

M/023/024  
Permit Number

Juab County, Utah

**The legal description of lands to be disturbed is:**

Quarry located in:

NW/4 of the SW1/4 Section 25  
Township 12 South, Range 2 ½ West

Access Road Corridor located in portions of:

SW1/4 SW1/4 of Section 25; NW1/4 NW1/4 of Section 36; Ne1/4 of Section 1  
Township 12 South Range 2 ½ West

and

E1/2 of Section 12; E1/2 of Section 13  
Township 13 South, Range 3 West

SLBM, Juab County, Utah

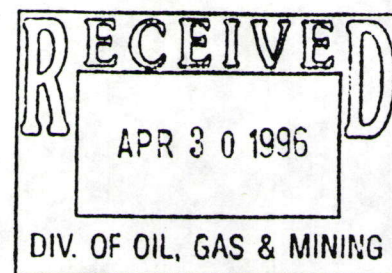
ATTACHMENT B

MR FORM 5  
Joint Agency Bonding Form

(April 8, 1993)

Bond Number \_\_\_\_\_  
Permit Number M/023/024  
Mine Name County Canyon

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
Division of Oil, Gas and Mining  
355 West North Temple  
3 Triad Center, Suite 350  
Salt Lake City, Utah 84180-1203  
(801) 538-5340



THE MINED LAND RECLAMATION ACT

SURETY BOND  
\*\*\*\*\*

The undersigned ASH GROVE CEMENT COMPANY as Principal,  
and ST. PAUL FIRE AND MARINE INSURANCE COMPANY as Surety, hereby jointly and severally  
bind ourselves, our heirs, administrators, executors, successors and assigns unto the State of  
Utah, Division of Oil, Gas and Mining, and \_\_\_\_\_  
in the penal sum of Thirty-One Thousand, Eight Hundred & No/100 dollars (\$31,800.00-----).

Principal has estimated in the Mining and Reclamation Plan approved by the  
Division of Oil, Gas and Mining on the 26th day of October, 19 92, that 22  
acres of land will be disturbed by this mining operation in the State of Utah.

A description of the disturbed land is attached as "Attachment A" to the  
Reclamation Contract of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has  
satisfactorily reclaimed the disturbed lands in accordance with the approved Mining and  
Reclamation Plan and has faithfully performed all requirements of the Mined Land Reclamation  
Act, and complied with the Rules and Regulations adopted in accordance therewith, then this  
obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of the  
disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act and  
regulations, then Principal may apply for a reduction in the amount of this Surety Bond.

In the converse, if the Mining and Reclamation Plan provides for a gradual increase in the area disturbed or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety.

This bond may be canceled by the Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

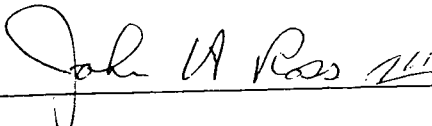
Date: May 3, 1996

ASH GROVE CEMENT COMPANY

Principal (Permittee)

By (Name typed): John H. Ross III

Title: Sr. Vice President & General Counsel

Signature: X 

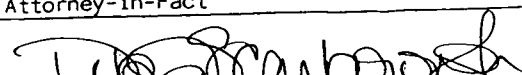
Date: May 3, 1996

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

Surety

By: (Name Typed) Debra J. Scarborough


Title: Attorney-in-Fact



Page 3  
MR-6  
Joint Agency Surety Bond  
Attachment B

Bond Number \_\_\_\_\_  
Permit Number M/023/024  
Mine Name County Canyon

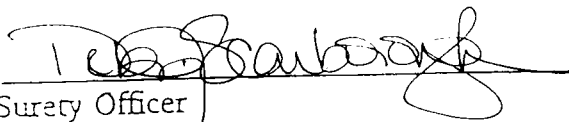
SO AGREED this 22nd day of May 19 96.

  
\_\_\_\_\_  
Dave D. Lauriski, Chairman  
Board of Oil, Gas and Mining

\*NOTE: Where one signs by virtue of Power of Attorney for a Surety Company, such Power of Attorney must be filed with this bond. If the Principal is a corporation, the bond shall be executed by its duly authorized officer.

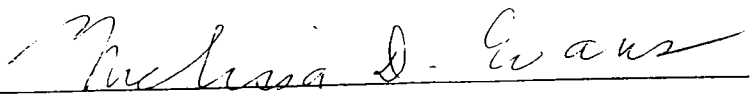
### AFFIDAVIT OF QUALIFICATION

Debra J. Scarborough, being first duly sworn, on oath deposes and says that ~~he~~ she is the (officer or agent) Agent of said Surety, and that ~~he~~ she is duly authorized to execute and deliver the foregoing obligations; that said Surety is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations.

Signed:   
Surety Officer

Title: Attorney-in-Fact

Subscribed and sworn to before me this 3rd day of May, 19 96.

  
Notary Public  
Residing at: 2512 W. 50th Place, Westwood, KS 66205

My Commission Expires:

November 4, 19 97.



**The St Paul**

Surety

**ST. PAUL FIRE AND MARINE INSURANCE CO., INC. ANY**  
**385 Washington Street, St. Paul, Minnesota 55102**

**CERTIFICATE OF  
AUTHORITY NO.**

**CERTIFIED  
COPY NO.**

For verification of the authenticity of this Power of Attorney, you may telephone toll free 1-800-421-3880 and ask for the Power of Attorney Clerk. Please refer to the Certificate of Authority No. and the named individual(s).

1885550

F-12678

**GENERAL POWER OF ATTORNEY - CERTIFIED COPY**  
(Original on File at Home Office of Company. See Certification.)

**KNOW ALL MEN BY THESE PRESENTS:** That **St. Paul Fire and Marine Insurance Company**, a corporation organized and existing under the laws of the State of Minnesota, having its principal office in the City of St. Paul, Minnesota, does hereby constitute and appoint:

**Kathy M. Loftus, Kevin D. Kalish of Kansas City, Missouri; Katherine D. Corder of Raymore, Missouri; Cynthia A. Whitehouse of Greenwood, Missouri; Debra J. Scarborough, Lee's Summit, Missouri, individually**

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise,

**NOT TO EXCEED IN PENALTY THE SUM OF TWENTY-FIVE MILLION DOLLARS (\$25,000,000) EACH**

and the execution of all such instrument(s) in pursuance of these presents, shall be as binding upon said **St. Paul Fire and Marine Insurance Company**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V.-Section 6(C), of the By-Laws adopted by the Shareholders of **ST. PAUL FIRE AND MARINE INSURANCE COMPANY** at a meeting called and held on the 28th day of April, 1978, of which the following is a true transcript of said Section 6 (C):

"The President or any Vice President, Assistant Vice President, Secretary or Service Center General Manager shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
- (2) To appoint special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
- (3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 5th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, **St. Paul Fire and Marine Insurance Company** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 30th day of November, A.D. 1990.



STATE OF NEW JERSEY } ss.  
County of Somerset

**ST. PAUL FIRE AND MARINE INSURANCE COMPANY**

*Michael B. Keegan*  
**MICHAEL B. KEEGAN, Secretary**

On this 23rd day of September, 19 94, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he/she is the therein described and authorized officer of **St. Paul Fire and Marine Insurance Company**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his/her signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the township of Bedminster, New Jersey, the day and year first above written.



*Linda Smethers*  
**LINDA SMETHERS, Notary Public, Middlesex, NJ**  
My Commission Expires December 16, 1996

**CERTIFICATION**

I, the undersigned officer of **St. Paul Fire and Marine Insurance Company**, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the **ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY**, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.



IN TESTIMONY WHEREOF, I have hereunto set my hand this

\_\_\_\_\_ day of MAY 03 1996, 19 \_\_\_\_\_

*Michael W. Anderson*  
**MICHAEL W. ANDERSON, Asst. Secretary**

Only a certified copy of Power of Attorney bearing the Certificate of Authority No. printed in red on the upper right corner is binding. Photocopies, carbon copies or other reproductions of this document are invalid and not binding upon the Company.

**ANY INSTRUMENT ISSUED IN EXCESS OF THE PENALTY AMOUNT STATED ABOVE IS TOTALLY VOID AND WITHOUT ANY VALIDITY.**

INCREASE/DECREASE RIDER

To be attached to and form a part of Bond Number 400 JS 8012 in the amount of Thirty-One Thousand, Eight Hundred and No/100 (\$31,800.00) Dollars issued by St. Paul Fire and Marine Insurance Company on behalf of Ash Grove Cement Company in favor of State of Utah, Division of Oil, Gas and Mining .

It is understood and agreed that the bond described above is hereby modified to Increase bond amount FROM: Thirty-One Thousand, Eight Hundred and No/100 (\$31,800.00) TO: Ninety-Five Thousand and No/00 (\$95,000.00) effective this 9th day of January, 19 98 .

It is further expressly understood and agreed that the aggregate liability of the company under said bond to the obligee herein mentioned shall not exceed the amount stated above. Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, agreements, conditions or limitations of the above mentioned bond, other than as above stated.

Signed, Sealed, and dated this 9th day of January , 19 98 .

ATTEST:

x Eileen I. Sallan  
Ass't Secretary

Ash Grove Cement Company

Principal

Charles T. Sunderland  
Charles T. Sunderland, Vice President

ATTEST:

Diane Angers

St. Paul Fire and Marine Insurance Company

Surety

Diane Angers  
Diane Angers, Attorney-in-Fact

CERTIFIED  
COPY NO.

For verification of the authenticity of this Power of Attorney, you may telephone toll free 1-800-421-3880 and ask for the Power of Attorney Clerk. Please refer to the Certificate of Authority No. and the named individual(s).

F-14787

**GENERAL POWER OF ATTORNEY - CERTIFIED COPY**  
(Original on File at Home Office of Company. See Certification.)

**KNOW ALL MEN BY THESE PRESENTS:** That **St. Paul Fire and Marine Insurance Company**, a corporation organized and existing under the laws of the State of Minnesota, having its principal office in the City of St. Paul, Minnesota, does hereby constitute and appoint:

John T. Lockton, III, James C. Pateidl, Michael C. Frost, David M. Lockton, Janet L. Rehkop, Melissa D. Evans, Patrick T. Pribyl, Douglas P. Irvin, Michael D. Whipps, Diane Angers, Kevin D. Kalish, Betty I. McCreight, individually, Prairie Village, Kansas

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise,

**NOT TO EXCEED IN PENALTY THE SUM OF FIFTY MILLION DOLLARS (\$50,000,000) EACH**

and the execution of all such instrument(s) in pursuance of these presents, shall be as binding upon said **St. Paul Fire and Marine Insurance Company**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V.-Section 6(C), of the By-Laws adopted by the Shareholders of **ST. PAUL FIRE AND MARINE INSURANCE COMPANY** at a meeting called and held on the 28th day of April, 1978, of which the following is a true transcript of said Section 6 (C):

"The President or any Vice President, Assistant Vice President, Secretary or Service Center General Manager shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
- (2) To appoint special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
- (3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 5th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, **St. Paul Fire and Marine Insurance Company** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 30th day of November, A.D. 1990.

**ST. PAUL FIRE AND MARINE INSURANCE COMPANY**



STATE OF NEW JERSEY } ss.  
County of Somerset

*Kenneth J. Ryan*  
KENNETH J. RYAN, Secretary

On this 25th day of March, 19 97, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he/she is the therein described and authorized officer of **St. Paul Fire and Marine Insurance Company**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his/her signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the township of Bedminster, New Jersey, the day and year first above written.



*Linda Smethers*  
LINDA SMETHERS, Notary Public, Middlesex, NJ  
My Commission Expires December 16, 2001

**CERTIFICATION**

I, the undersigned officer of **St. Paul Fire and Marine Insurance Company**, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the **ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY**, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.



IN TESTIMONY WHEREOF, I have hereunto set my hand this

\_\_\_\_\_ day of JAN - 9 1998, 19 \_\_\_\_\_

*Michael W. Anderson*  
MICHAEL W. ANDERSON, Secretary

Only a certified copy of Power of Attorney bearing the Certificate of Authority No. printed in red on the upper right corner is binding. Photocopies, carbon copies or other reproductions of this document are invalid and not binding upon the Company.

**ANY INSTRUMENT ISSUED IN EXCESS OF THE PENALTY AMOUNT STATED ABOVE IS TOTALLY VOID AND WITHOUT ANY VALIDITY.**